

CONFIDENTIAL**SECRET****NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)**

REQUISITION OR OTHER PURCHASE AUTHORITY		CONTRACT/TASK ORDER NO.	
Yo. 14480-58			
NAME		ADDRESS	
NAME		ADDRESS	
CONTRACT FOR		AMOUNT	
Line Testers		\$ 18,069.60	
APPROPRIATION AND OTHER ADMINISTRATIVE DATA			
This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been made. This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an ☐ Individual, ☐ Partnership, ☐ Corporation, incorporated in the State of _____, hereinafter called the Contractor. The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Order, issued hereunder, for the consideration stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control. The Contractor represents (a) that it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 15, Ch. II, Part 103, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder ☐ will, ☐ will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding contingent or other fees, set forth on the reverse hereof.			
IN WITNESS WHEREOF, the parties hereto have executed this contract as of <u>25 June</u> 19 <u>58</u> .			
SIGNATURES (Type or print all names under all signatures)			
CONTRACTOR		THE UNITED STATES OF AMERICA	
BY		BY	
TITLE		CONTRACTING OFFICER	
WITNESSES (In case of cooperation, witnesses not required, but certificates on the reverse must be completed.)			

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NOTICE

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

CONFIDENTIAL SECRET

FORM 1396 BACK
3-58**SECRET**
(When Filled In)

(12)

SECURITY NOTE

This contract and correspondence relating thereto must be handled in strict accordance with classified handling and storage instructions furnished the contractor under separate cover by the procuring activity.

NOTICE

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers and authority.

(Corporate Seal)

CONTRACTOR'S STATEMENT OF CONTINGENT OR OTHER FEES

The Contractor represents: (a) that he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that he ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 41, Secs. 101-7 and 101-6(d), Fed. Reg. Dec. 31, 1962, Vol. 17, No. 283.)

TERMS AND CONDITIONS

1. SELLER'S INVOICES -- Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract number, Order number (if any), Item number, contract description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Company, by John Smith, Secretary," "Treasurer," or as the case may be.

2. LABOR INFORMATION -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, may be obtained from the Department of Labor, Washington 25, D. C.

3. DISCOUNTS: In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.

4. SAMPLES: Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise specified in the Schedule.

5. GOVERNMENT-FURNISHED PROPERTY -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.

6. AGENTS -- Contracts signed by an agent must be accompanied by evidence of his authority.

7. ALTERATIONS -- Any alterations in this contract made by the Contractor must be initialed by both the Contractor and Contracting Officer.

8. MISTAKES -- Contractors are expected to examine the drawings, specifications, circulars, schedule and all instructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

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SCHEDULE SUPPLY CONTRACT **SECRET**

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SCHEDULE

The supplies or services to be furnished, the specifications, the drawings, the time and place of delivery, and any other special terms and conditions applicable to the Contract, including the title, or description the Paragraphs (as applicable) are set forth below.

REQUISITION NO. OR OTHER PURCHASE AUTHORITY

Vo. 14400-58

CONTRACT/TASK ORDER/INVITATION/REQUEST NO. (as applicable)

045-12467-8

SHIP TO (recipient and destination)

See Below

SHIP, REFERRED TO

Issuing Office

PERFORMANCE PERIOD/DELIVERY SCHEDULE

Complete within ninety (90) days from receipt of Contract

DELIVERY F.O.B. Contractor's plant, New York, New York, freight prepaid to destination

(see below)

Destination Acceptance
(see below)

FOLLOWING DISCOUNTS WILL BE ALLOWED BY CONTRACTOR, BIDDER OR OFFEROR FOR PROMPT PAYMENT

10 CALENDAR DAYS	PERCENT	20 CALENDAR DAYS	PERCENT	30 CALENDAR DAYS	PERCENT

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY (Number of Units)	UNIT	UNIT PRICE	AMOUNT
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1.

Line Factors, to be identical to the model supplied to the Contractor by the Government with the following exceptions:

- A. A fixed gain pre-amplifier shall be added.
- B. Mechanical and structural improvements shall be made.

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ea

602.32

\$18,069.60

The above units shall be fabricated in accordance with good commercial practice, with components of commercial grade. No specified shock, vibration or temperature tests will be performed, except that it is understood that the Technical Representative of the Contracting Officer may monitor and inspect fabrication of these units at any and all stages of fabrication, and that the Contractor will cooperate toward including the above improvements in ways as suggested by such Technical Representative.

Ship to:

TOTAL

\$18,069.00

NAME OF CONTRACTOR, BIDDER OR OFFEROR

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(SCHEDULE)

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Delivery F.O.B.: While the above prices are f.o.b. Contractor's plant, New York, New York, the Contractor will prepay transportation charges to destination and be reimbursed therefor upon submission of separate invoices supported by originals or certified copies of prepaid transportation bills, risk of loss or damage in transit remaining with the Contractor.

Packing and Packaging: Shall be in accordance with standard commercial practice for domestic shipment.

Internal Markings: No internal markings shall in any way identify the above equipment with the Purchaser.

NAME OF CONTRACTOR

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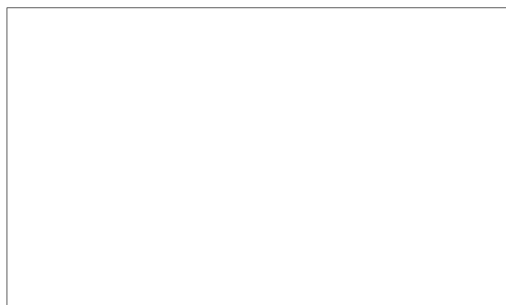
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